

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Order Instituting Investigation on the Commission's Own Motion Into the Operations and Practices of Wine & Roses Limousine Service, a California Corporation, doing business as AA Limousine, AAA Limousine, Espresso Limousine, Espresso Transportation, AAA Corporate Limousines, Total Transportation Network (TTN), and LaGrande Affaire (PSG-12361-P-B), and its President Steve Bonner, to Determine Whether They Have Violated the Laws, Rules and Regulations Governing the Manner in Which Charter-Party Carriers Conduct Operations and Whether They are Fit to Continue to Conduct Passenger Transportation Service.

Investigation 05-06-042

Respondents.

SETTLEMENT

The Parties to this Settlement are Respondents Wine & Roses Limousine Service and its President Steve Bonner, and the Consumer Protection and Safety Division ("CPSD") – collectively, "the Parties."

Pursuant to Article 13.5 of the Rules of Practice and Procedure of the California Public Utilities Commission ("Commission"), the Parties hereby agree to settle the Order Instituting Investigation 05-06-042 on the following terms and conditions:

1. Respondents agree to pay a fine of \$15,000 to the Commission, \$ 3,000 of which is suspended provided Respondents comply fully with each term of this Settlement. Respondents shall pay \$ 12,000 to the Commission,

- payable in twelve consecutive monthly installments of \$1,000. If Respondents fail to timely remit any payment due, the full balance of \$15,000, including the suspended portion of \$3,000, will become due and payable immediately. The first installment is due within 30 days after the Commission issues a decision adopting and approving this Settlement. The remaining eleven installments of \$1,000 shall be due at the conclusion of each successive period of thirty days following the date the first payment is due and payable. Payments shall be in the form of a cashier's check made payable to the order of the Commission and mailed to Suong T. Le, Transportation Enforcement Supervisor, CPSD, 505 Van Ness Avenue, San Francisco, CA 94102.
2. Respondents agree to serve a probation of two years. The Probation shall begin on the date the Commission orders adoption of this Settlement. If any additional violation is found by CPSD during the Probation, CPSD will recommend that the Commission institute a further investigation order to assess whether any additional fine or other penalty, including suspension or revocation of Respondent's operating authority, would be appropriate.
 3. During the Probation, Respondents shall file a report every six months demonstrating the status of their insurance, enrollment of all drivers in the Department of Motor Vehicles' Driver Pull Notice Program and Controlled Substance and Alcohol Certification Testing Program, equipment used in for-hire passenger transportation operations, and any complaint received by Wine & Roses Limousine Service from any consumer. The first report is due on the 30th day after the date of the Commission's order adopting this Settlement. Each subsequent report shall be filed no later than 180 days thereafter. Each report shall be signed by Steve Bonner, President, under penalty of perjury, and mailed to Suong T. Le, Transportation Supervisor, CPSD, 505 Van Ness Avenue., San Francisco, CA 94102.

4. Respondents acknowledge the accuracy of each allegation contained in CPSD's reports which have been served on Respondents and received into evidence as Exhibits 1 and 2 in this proceeding. Respondents take full responsibility for each violation of laws, rules, or regulations and agree to operate in full compliance with these regulations and all other applicable rules in the future.
5. If Respondents violate or fail to comply with any provision of this Settlement, the Commission's regulations, or any judicial decision, CPSD may petition to reopen this or initiate another proceeding for the purpose of, but not limited to, imposing a fine or other penalty, including suspension or revocation of Respondent's operating authority.
6. The Parties agree that the Commission has primary jurisdiction over any interpretation, enforcement, or remedies pertaining to this Settlement, as indicated by California Constitution, Article XII, section 8. No Party may bring an action pertaining to this Settlement in any local, state, or federal court or administrative agency without first having exhausted its administrative remedies before the Commission.
7. The Parties acknowledge that this Settlement is subject to approval by the Commission. As soon as practicable after each Party has signed this Settlement, CPSD will file a Motion requesting the Commission's adoption. The Parties shall furnish such additional information, documents, and/or testimony as the Commission may require in granting that Motion and adopting this Settlement.
8. The provisions of this Settlement are not severable. If any Party fails to perform its respective obligations under this Settlement, the Settlement may be regarded by any other Party as rescinded.
9. The Parties acknowledge and stipulate that they are agreeing to this Settlement freely, voluntarily, and without fraud, duress, or undue influence by any Party. Each Party hereby states that it has read and fully

understands its rights, privileges, and duties under this Settlement. Respondents further acknowledge full understanding of their right to discuss this Settlement with their legal counsel, and have availed themselves of that right to the extent deemed necessary. In executing this Settlement, each Party declares that the provisions herein are fair, adequate, reasonable, and mutually agreeable. Respondents further acknowledge that, as set forth in this Settlement, no promise or inducement has been made or offered them.

10. Each Party further acknowledges that, after the execution of this Settlement, discovery may continue of facts that are in addition to or different from those now known or believed to be true by any Party. Respondents agree to cooperate fully with any such inquiry. Each Party does intend, however, to settle, and each Party does settle, fully, finally, and forever, the various matters set forth in this Settlement, notwithstanding such discovery.
11. This Settlement constitutes the Parties' entire Settlement, which cannot be amended or modified without the express written and signed consent of each Party hereto.
12. This Settlement shall be binding upon the respective Parties hereto, their legal successors, assigns, agents, or corporations.

13. This Settlement shall become effective and binding on the Parties as of the date it is fully executed.

By: /s/ RICHARD W. CLARK Date: 9/6/2005
Richard W. Clark
Director
Consumer Protection and Safety Division

By: /s/ STEVE BONNER Date: 9/6/2005
Steve Bonner
President, Wine & Roses Limousine Service

By: /s/ STEVE BONNER Date: 9/6/2005
Steve Bonner
For Wine & Roses Limousine Service

(END OF ATTACHMENT A)